

Honorable Robert D. Drain

July 1, 2009

Docket Number 05-44481 (RDD)

United States Bankruptcy Judge-Southern District of NY

One Bowling Green

New York, NY 10004-1408

Honorable Robert D. Drain,

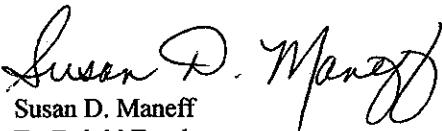
My name is Susan D. Maneff, I am a Retired Industrial Engineer from Delphi's Home Avenue Operations. I retired from Delphi January 1, 2009, after 29 years and 6 months of service with 12 months severance entitlement per Delphi's procedures that were in effect on October of 2008. I object to the June 1, 2009 Master Disposition Agreement Article 9.511 declaring that severance payments will be terminated upon Delphi's (Debtor's) closing date. The severance payments that the Debtor agreed to pay me and others are clearly an Administrative Expense that was done in conjunction with their plan to close and sell portions of their assets.

I was released from Delphi on December 23, 2008 and my effective date was January 1, 2009. During the preparation for my release I was told by Delphi Human Resource personnel and Delphi leadership that in order to receive the severance payment I was required to sign a Release of Claims (R.O.C.) giving up certain rights listed in the contract. I signed the R.O.C. in the presence of and witnessed by Delphi leadership on November 6, 2008 with an effective retirement and severance date of January 1, 2009, which as I previously stated was during the Bankruptcy proceedings of Delphi.

I was lead to believe that the Delphi Separation Allowance Plan was a binding contract between the Debtor and me. I waived certain rights by signing the R.O.C. and the Debtor agreed to pay me one year of my base salary. This transaction occurred during the Debtor's bankruptcy process and is not a pre-petition claim. It was signed and agreed to during the normal course of business. The severance payments are a contract liability, not a Delphi provided benefit. Therefore, I am asking that the Honorable Judge Drain ensure that the Debtor pays me the remaining severance payments that they agreed to pay me until the contract is fully satisfied.

Judge Drain, as salaried retirees, we have suffered enough, with the loss of health and life insurance, with the pending possibility of our pensions rolling to the PBGC, at a greatly reduced rate, and now the one thing I thought they could not touch due to this being a contractual obligation, they want to toss out as well.

Respectfully submitted,



Susan D. Maneff
Ex-Delphi Employee
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